

**UNITED STATES DISTRICT COURT
for the
SOUTHERN DISTRICT OF NEW YORK**

JEANINE P. COHEN,

Plaintiff,

Case No. 7:22 –cv-07182 (VB)

v.

**WESTLAKE FLOORING
SERVICES, INC., *et al.*,**

Defendants.

January 6, 2023

MOTION TO DISMISS OR STAY ACTION AND TO COMPEL ARBITRATION

Defendants move to dismiss this action and to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 4 *et seq.* Plaintiff Jeanine P. Cohen alleges six causes of action against defendants Westlake Flooring Services, Inc., Westlake Services, LLC d/b/a Westlake Financial, Westlake Flooring Company LLC, and The Hankey Group (collectively “Westlake”).¹ Every cause of action in her pending complaint advances claims arising out of her employment with Westlake. Specifically, gender based disparate treatment in violation of state and federal law, unequal pay on the basis of gender in violation of state and federal law, and retaliation in violation of state and federal law.

At the commencement of her employment with Westlake, Plaintiff entered an arbitration agreement that requires all disputes arising out of her employment to be resolved through binding arbitration. Critical here, the arbitration agreement Plaintiff signed states, *inter alia*:

¹ Plaintiff contends that each of these entities constituted a “joint employer” and/or “single enterprise” employer of Ms. Cohen. Plaintiff also names Jonathan Zhan, SVP of Westlake Flooring Company, LLC, Jennifer Fiore, Director of Sales & Field Operations at Westlake Flooring Company, LLC, Megan Feldmeth, Human Resources Director for Westlake Financial Services, and John Does 1 through 10 (hereinafter “Individual Defendants”), each in both “their individual and corporate capacities.”

Employee hereby agrees to submit to binding arbitration before a neutral arbitrator all disputes and claims out of my submission of my employment application or any and all disputes that may arise out of or already exist related to my employment application or any and all disputes that may arise out of or already exist related to my employment or relationship with Employer, whether during or after that employment, including, but not limited to claims for wages or other compensation due; claims for breach of any contract or covenant, express or implied; tort claims; claims for discrimination, including discrimination based on race, sex, religion, national origin, age, marital status, sexual orientation, handicap, disability, or medical condition; claims for benefits, except as excluded in the following paragraph; and claims for violation of any federal, state or other governmental constitution, statute, ordinance or regulation. ... I understand that this Agreement to Arbitrate applies to claims that pre-exist or may pre-exist the date of this Agreement. The claim will be submitted to binding arbitration before a neutral arbitrator. I understand that I am waiving my right to a jury trial ...”

As a result, this matter should be dismissed and Plaintiff should be compelled to submit her claims to arbitration.

WHEREFORE, for the reasons more fully set forth in Defendants’ accompanying Memorandum of Law and supporting documents, Defendants move this honorable Court to dismiss the Plaintiff’s Complaint in its entirety and compel Plaintiff to arbitrate her claims pursuant to the terms of the arbitration agreement she signed on or about May 4, 2015.

Dated: Hartford, Connecticut
January 6, 2023

*Attorneys for Defendants
Westlake Flooring Services, Inc., et al.,*

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CERTIFICATE OF SERVICE

This is to certify that on this 6th day of January, 2023, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by e-mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

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/s/ Craig Dickinson
Craig Dickinson